

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

IN RE:)	
)	
MICHAEL AND JENNIFER WILLIAMS)	CASE NO. 24-10810 JDL
)	CHAPTER 13
DEBTOR)	

**MOTION TO SELL PROPERTY FREE AND CLEAR OF LIENS AND ENCUMBRANCES,
MOTION FOR COMPENSATION, AND BRIEF IN SUPPORT THEREOF
WITH NOTICE AND OPPORTUNITY FOR HEARING
AND NOTICE OF HEARING**

NOTICE OF OPPORTUNITY FOR HEARING

Your rights may be affected. You should read this Document carefully and consult your attorney about your rights and the effect of this Document. If you do not want the Court to grant the requested relief, or you wish to have your views considered, you must file a written response to the requested relief with the Clerk of the United States Bankruptcy Court for the Western District of Oklahoma, 215 Dean A. McGee Avenue, Oklahoma City, OK 73102 no later than 21 (twenty-one) days from the date of filing of this request for relief. You should also serve a filestamped copy of the response to the undersigned [and others who are required to be served] and file a certificate or affidavit of service with the court.

[Note – this is a flat 21 days regardless of the manner of service.]

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that a hearing on Debtors' Motion to Sell Property Free and Clear of Liens and Encumbrances shall be heard by Judge Janice D. Loyd on **November 5, 2024 at 8:30 A.M.**, 2nd Floor Courtroom, 215 Dean A. McGee Avenue, Oklahoma City, Oklahoma.

If no response is timely filed and the Court grants the requested relief prior to the above-referenced hearing date, the hearing will be stricken from the docket of the Court.

COME NOW Debtors Michael and Jennifer Williams and respectfully request that this Court allow them to sell property free and clear of liens and encumbrances pursuant to 11 USC §1303, which grants debtors the right to sell property pursuant to 11 USC §363(f). In support, Debtors state as follows:

1. Debtors own certain real estate described as:

18412 Summer Grove Ave
Edmond, OK 73012

Legal description:

Legal Description: Lot Sixteen (16), in Block Twelve (12), of the Grove South Phase 3, an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma

2. The real estate has been identified in Debtors' Schedule A and has been claimed as exempt.
3. Debtors propose to sell the property free and clear of any liens and encumbrances, and respectfully requests the Court's permission to do so.
4. Eleven USC 1303 allows debtors in Chapter 13 to sell property free and clear of liens and encumbrances pursuant to 11 USC 363(f). Debtor's proposed sale complies in all respects that that provision of the Bankruptcy Code.
5. A copy of the contract for sale (and the purchase of a new home) is attached hereto.
6. Debtors propose to use the proceeds from the sale of the property to pay the existing mortgages with PNC Mortgage and Weokie Federal Credit Union in full. Thereafter, from the net proceeds from the sale, Debtors propose to use the remaining funds for the purchase of a new home.
7. Debtors' attorney requests that he be compensated for post-confirmation work in the amount of \$750.00 for work performed following confirmation of Debtors' plan related to this Motion. Attorney requests that he be paid from funds at closing.

WHEREFORE, premises considered, Debtors respectfully request that this Court allow them to sell the above-described property free and clear of any liens and encumbrances, that the funds for Debtor's interest in the sale be used to pay Debtor's existing mortgages with PNC Mortgage and Weokie Credit Union in full, and for Debtors to retain the balance for the purchase a new homestead for Debtors.

Debtors further requests any other relief to which they may be entitled at equity or law.

Respectfully submitted:

S/ MIKE ROSE
Mike Rose, OBA No. 15523
4101 Perimeter Center Drive, Suite 120
Oklahoma City, OK 73112
405 / 605-3757 telephone
405 / 605-3758 facsimile
michaeljrosec@gmail.com
ATTORNEY FOR DEBTOR

CERTIFICATE OF SERVICE

Undersigned certifies that on 10/11/2024, the foregoing document was served, via United States Mail, 1st class postage pre-paid, and properly addressed to the following:

All creditors and on the attached mailing matrix

s/ MIKE ROSE
Mike Rose

Label Matrix for local noticing
1087-5
Case 24-10810
Western District of Oklahoma
Oklahoma City
Tue Aug 6 15:20:50 CDT 2024

Tinker Federal Credit Union
P.O. Box 45750
Tinker AFB, OK 73145-0750

Weokie Federal Credit Union
c/o W. Brent Kelley
401 N. Hudson
Suite 200
Oklahoma City, OK 73102-3433

USBC Western District of Oklahoma
215 Dean A. McGee
Oklahoma City, OK 73102-3426

Citibank N.A.
Citibank, N.A.
5800 S Corporate Pl
Sioux Falls, SD 57108-5027

Dept Of Education/neln
Po Box 82561
Lincoln NE 68501-2561

Grove Homeowner's Association
1326 Fretz Drive
Edmond, OK 73003-5871

Grove Homeowner's Association
c/o Neighborhood Services Corp
1326 Fretz Drive
Edmond OK 73003-5871

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

(p)OKLAHOMA TAX COMMISSION
GENERAL COUNSEL S OFFICE
100 N BROADWAY AVE SUITE 1500
OKLAHOMA CITY OK 73102-8601

(p)PNC BANK RETAIL LENDING
P O BOX 94982
CLEVELAND OH 44101-4982

Tinker Fcu
Attn: Bankruptcy
Po Box 45750
Tinker AFB OK 73145-0750

US ATTORNEY
210 PARK AVE STE 400
Edmond OK 73012

US Department of Education c/o Nelnet
121 S 13th St
Lincoln, NE 68508-1904

United States Trustee
United States Trustee
215 Dean A. McGee Ave., 4th Floor
Oklahoma City, OK 73102-3479

WEOKIE FCU
Attn: Bankruptcy
Po Box 26090
Oklahoma City OK 73126-0090

Jennifer Laraine Williams
18412 Summer Grove Ave
Edmond, OK 73012-9726

John T. Hardeman
John Hardeman, Chapter 13 Trustee
PO Box 1948
Oklahoma City, OK 73101-1948

Michael Ray Williams Jr.
18412 Summer Grove Ave
Edmond, OK 73012-9726

Mike J Rose
4101 Perimeter Center Drive
Suite 120
Oklahoma City, OK 73112-2309

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

INTERNAL REVENUE SERVICE
POB 745
DISTRICT DIRECTOR
Chicago IL 60690

OKLAHOMA TAX COMMISSION
ATTN: BANKRUPTCY
120 N ROBINSON
STE 2000
OKLAHOMA CITY OK 73102

PNC Bank, National Association
3232 Newmark Drive
Miamisbur, OH 45342

(d)Pnc Mortgage
Attn: Bankruptcy
8177 Washington Church Rd,
Dayton OH 45458

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)PNC Bank, National Association

End of Label Matrix	
Mailable recipients	19
Bypassed recipients	1
Total	20

DIRECT COMPENSATION FROM SELLER



1. **PROPERTY ADDRESS AND/OR TAX PARCEL NUMBER(S).** 18412 Summer Grove Ave, Edmond, OK 73012 (the "Property").
2. **COMPENSATION AGREEMENT.** The undersigned seller ("Seller") agrees to compensate the undersigned real estate brokerage company ("Buyer's Broker") for its procurement of the buyer ("Buyer") of the Property. Compensation shall only become due and payable upon completion of any transaction between Seller and Buyer concerning the Property. Compensation shall be in U.S. currency and paid at the time, and as a condition, of closing. This agreement shall act as escrow instructions for Seller's payment of compensation to Buyer's Broker. The compensation is (*check only one*):

☒ 2.5 % of the gross purchase price of the Property (as reflected on the final settlement statement); or

☐ Exactly \$ _____.
3. **LENGTH OF AGREEMENT.** This agreement shall begin on the date last signed by Seller and Buyer's Broker, and will automatically end on Upon Completion/Termination (at 11:59 p.m.), or upon the completion or termination of any then-pending transaction between Seller and Buyer concerning the Property, whichever is later.
4. **NO SELLER AGENCY.** This agreement is a compensation agreement only. Seller acknowledges that no agency relationship between Seller and Buyer's Broker is established by this agreement.
5. **ADDITIONAL TERMS.** NA

BY SIGNING BELOW, Seller and Buyer's Broker agree to the terms set forth in this agreement.

Seller 1: Michael Williams dotloop verified
10/09/24 1:33 PM CDT
93Y9-2S29-F5CK-GCLO Michael R Jr Williams
(Signature) (Typed/Print Name) (Date)

Seller 2: Jennifer Williams dotloop verified
10/09/24 1:40 PM CDT
X3YB-9PPY-LSUS-VB9V Jennifer L Williams
(Signature) (Typed/Print Name) (Date)

Buyer's Broker: Rawlyn Brown Rawlyn Brown 10/09/2024
(Broker/Agent's Signature) (Broker/Agent's Typed/Printed Name) (Date)

(405) 974-0210 rawlyn.brown@exprealty.com 159206 181759
(Broker/Agent's Telephone) (Broker/Agent's E-mail) (Buyer's Broker's License No.) (Agent's License No.)

(Colorado Only) This form has not been approved by the Colorado Real Estate Commission and is not for use in Colorado.

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

SELLER'S COUNTEROFFER

1. **COUNTEROFFER:** The undersigned Seller(s) offers to sell the real estate described above, in accordance with the terms and conditions of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, any Supplement(s) attached and made a part of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, the Supplement(s) are amended and modified as follows on this date 10/07/2024:

Contract of Sale of Real Estate (Select all that apply):

- ☒ (2) Purchase Price: \$ 279,900.00
- ☐ (2) Earnest Money: \$ _____
- ☒ (2) Trust Account Earnest Money shall be deposited:
OKLAHOMA TITLE & CLOSING CO
- ☒ (3) Closing Date: 11/11/2024
- ☐ (4b) Exclusions: _____
- ☐ (5) Time Reference Date: _____
- ☐ (7A) Days to Inspect: _____
- ☐ (7C2i) Days to Negotiate TRR: _____

- ☐ (10c) Land or Boundary Survey or Report shall be (check one):
☐ Buyer's Expense ☐ Seller's Expense
- ☐ (12) Residential Service Agreement (RSA):
☐ A. The property shall not be covered by a Residential Service Agreement
☐ C. The property shall be covered by a RSA selected by the Buyer at an approximate cost of \$ _____. Seller Agrees to pay \$ _____ and Buyer agrees to pay the balance.
- ☒ (13) Additional Provisions:

SELLER TO PAY \$2,500.00 OF BUYERS
CLOSING COSTS & PRE-PAID ITEMS.

Supplement(s):

2. **OTHER TERMS.** All the other terms and conditions of the attached Contract of Sale of Real Estate and, if included, the Supplement(s) shall remain the same. In the event of a conflict between the terms and conditions in this Counteroffer and the terms and conditions of the attached Contract of Sale of Real Estate and, if included, Supplement(s), the terms and conditions of the Counteroffer shall govern.

3. **ACCEPTANCE TIME.** The foregoing Counteroffer is made subject to acceptance in writing by Buyer, and the return of an executed copy to Seller's Broker, if applicable, on or before this date and time 10/09/2024 at 5PM, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

MICHAEL WILLIAMS

Seller (Print or Type Seller's Name)

JENNIFER WILLIAMS

Seller (Print or Type Seller's Name)

Michael Williams

(Signature)

Jennifer Williams

(Signature)

4. **BUYER'S ACCEPTANCE OF COUNTEROFFER.** On this date 10/09/2024, at 4PM Buyer accepts the foregoing Counteroffer and agrees to purchase the above-described Property on terms and conditions set forth in the Counteroffer.

Laszlo Tallai

Buyer (Print or Type Buyer's Name)

Laszlo Tallai

(Signature)

Buyer (Print or Type Buyer's Name)

(Signature)

5. **BUYER'S REJECTION OR MODIFICATION OF SELLER'S COUNTEROFFER.** On this date _____, 20____, at _____ m, the Buyer(s), by initialing these blanks _____ (Buyer's Initials) (check only one): ☐ **REJECTS** foregoing counteroffer.

☐ **MODIFIES** Seller's Counteroffer is modified as indicated by the Buyer's Counteroffer to Seller's Counteroffer form.

NOTE: All amendments and modifications to the submitted Contract of Sale of Real Estate and, if included, supplement(s) and related addenda should be set forth on this Counteroffer only. **Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate.** Seller should only sign this Counteroffer and the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER ARE CONFIRMING RECEIPT OF THIS COUNTEROFFER.**

Buyer's Initials LT

Seller's Initials

10/09/24
11:46 AM CDT

10/09/24
11:45 AM CDT

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES

Prior to entering into a Contract of Sale of Real Estate for the Property described as: _____
18412 Summer Grove Ave, Edmond, OK 73012 _____,
the following items (as applicable) have been disclosed and/or delivered and hereby confirmed:

Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.

- ☐ (Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Buyer acknowledges receipt of Residential Property Condition Disclosure or Disclaimer Form (as applicable to residential real property improved with not less than one nor more than two dwelling units) pursuant to Title 60 O.S., Section 831-839:

- ☒ Buyer has received a Residential Property Condition Disclosure Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
☐ Buyer has received a Residential Property Condition Disclaimer Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
☐ This transaction is exempt from disclosure requirements pursuant to Title 60, O.S., Section 838.
☐ Disclosure not required under the Residential Property Condition Disclosure Act.

Buyer acknowledges receipt of Lead-Based Paint/Hazards Disclosures with Appropriate Acknowledgment (if property constructed before 1978)

- ☐ Buyer has signed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form, which has been signed and dated by Seller and applicable Licensee(s), and has also received a copy of the Lead-Based Paint Pamphlet titled "Protect Your Family From Lead in Your Home."
☒ Property was constructed in 1978 or thereafter and is exempt from this disclosure.
☐ The subject of this transaction is not a residential dwelling and does not require a disclosure on Lead-Based Paint/Hazards.

Buyer acknowledges and confirms the above and further, Buyer acknowledges receipt of Estimate of Costs associated with this transaction and acknowledges that a Contract Guide has been made available to the Buyer in print, or at www.orec.ok.gov.

Buyer Name (Printed): Laszlo Tallai Buyer Name (Printed): _____
Buyer Signature: Laszlo Tallai Buyer Signature: _____
Dated: 10/06/2024 Dated: _____

Seller acknowledges and confirms that the Broker providing brokerage services to the Seller has described and disclosed their duties and responsibilities to the Seller prior to the Seller signing this Contract.

- ☐ (Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Contract Guide has been made available to the Seller in print, or at www.orec.ok.gov.

Seller Name (Printed): Michael R Jr Williams Seller Name (Printed): Jennifer L Williams
Seller Signature: Michael Williams Seller Signature: Jennifer Williams
Dated: 10/09/2024 Dated: _____

Buyer's Initials LT Buyer's Initials _____

Seller's Initials MW Seller's Initials JW
10/09/24 11:46 AM CDT 10/09/24 11:45 AM CDT
dotloop verified dotloop verified

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

**OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE
RESIDENTIAL SALE**

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Conventional Loan | <input type="checkbox"/> Single Family Mandatory Homeowners' Association |
| <input type="checkbox"/> FHA Loan | <input type="checkbox"/> Condominium Association & Townhouse Association |
| <input type="checkbox"/> VA Loan | <input type="checkbox"/> Supplement |
| <input type="checkbox"/> USDA | <input type="checkbox"/> Sale of Buyer's Property - Presently Under Contract |
| <input type="checkbox"/> Native American Guaranteed Loan Supplement | <input type="checkbox"/> Sale of Buyer's Property - Not Under Contract |
| <input type="checkbox"/> Assumption | <input type="checkbox"/> Cooperative Compensation Supplement |
| <input type="checkbox"/> Seller Financing | |

PARTIES. THE CONTRACT is entered into between:

Michael R Jr Williams, Jennifer L Williams "Seller"
and Laszlo Tallai "Buyer"

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo, fax or other electronic copy). The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. **All prior verbal or written negotiations, representations and agreements are superseded by the Contract and may only be modified or assigned by a further written agreement of Buyer and Seller.**

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in Oklahoma County, Oklahoma.

1. LEGAL DESCRIPTION. THE GROVE SOUTH PH 3 012 016

<u>18412 Summer Grove Ave</u>	<u>Edmond</u>	<u>73012</u>
Property Address	City	Zip

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, **including** all mineral rights owned by Seller, which may be subject to lease, unless expressly reserved by Seller in the Contract and **excluding** mineral rights previously reserved or conveyed of record (collectively referred to as "the Property.")

2. PURCHASE PRICE, EARNEST MONEY, AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is \$ 272,000.00 payable by Buyer as follows: Within three (3) days of the Contract being fully executed by the Parties, Buyer, or Buyer's Broker, if applicable, must deliver \$ 1,000.00 as Earnest Money to Chicago Title, the holder of the trust account in which it will be deposited, as partial payment of the purchase price and/or closing costs. Buyer shall pay the balance of the purchase price and Buyer's Closing costs at Closing. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 16, or both, by providing written notice to Buyer or Buyer's Broker before Buyer delivers the Earnest Money. If the last day to deliver the Earnest Money falls on a Saturday, Sunday, or legal holiday, the time to deliver the Earnest Money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

3. CLOSING, FUNDING AND POSSESSION. The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before 11/01/2024, ("Closing Date") or such later date as may be necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

At Funding

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps

Buyer's Initials LT Buyer's Initials _____

Seller's Initials

MW
10/09/24
11:46 AM CDT
dotloop verified

Seller's Initials

JW
10/09/24
11:46 AM CDT
dotloop verified

required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be cash, cashier's check, wire transfer, or as determined by the provider of settlement services.

4. ACCESSORIES, EQUIPMENT AND SYSTEMS. The following items, if existing on the Property, unless otherwise excluded, shall remain with the Property at no additional cost to Buyer:

- | | | |
|---|---|---|
| • Attic and ceiling fan(s) | • Fireplace inserts, logs, grates, doors and screens | • TV antennas/satellite dish system(s) and control(s), if owned |
| • Bathroom mirror(s) | • Free standing heating unit(s) | • Sprinkler systems & control(s) |
| • Other mirrors, if attached | • Humidifier(s), if attached | • Swimming Pool/Spa equipment/accessories |
| • Central vacuum & attachments | • Water conditioning systems, if owned | • Attached recreational equipment |
| • Floor coverings, if attached | • Window treatments & coverings, interior & exterior | • Exterior landscaping and lighting |
| • Key(s) to the property | • Storm windows, screens & storm doors | • Entry gate control(s) |
| • Built-in and under cabinet/counter appliance(s) | • Garage door opener(s) & remote transmitting unit(s) | • Water meter, sewer/trash membership, if owned |
| • Free standing slide-in/drop-in kitchen stove | • Fences (includes sub-surface electric & components) | • All remote controls, if applicable |
| • Built-in sound system(s)/speaker(s) | • Mailboxes/Flag poles | • Transferable Service Agreements and Product Warranties |
| • Lighting & light fixtures | • Outside cooking unit(s), if attached | |
| • Fire, smoke and security system(s), if owned | • Propane tank(s) if owned | |
| • Shelving, if attached | | |

A. Additional Inclusions. The following items shall also remain with the Property at no additional cost to Buyer:

B. Exclusions. The following items shall not remain with the Property: _____

5. TIME PERIODS SPECIFIED IN CONTRACT. Time periods for Investigations, Inspections and Reviews and Financing Supplement shall commence on _____ (**Time Reference Date**), regardless of the date the Contract is signed by Buyer and Seller. The day after the Time Reference Date shall be counted as day one (1). If left blank, the Time Reference Date shall be the third day after the last date of signatures of the Parties.

6. RESIDENTIAL PROPERTY CONDITION DISCLOSURE. No representations by Seller regarding the condition of Property or environmental hazards are expressed or implied, other than as specified in the Oklahoma Residential Property Condition Disclosure Statement ("Disclosure Statement") or the Oklahoma Property Condition Disclaimer Statement ("Disclaimer Statement"), if applicable. A real estate licensee has no duty to Seller or Buyer to conduct an independent inspection of the Property and has no duty to independently verify accuracy or completeness of any statement made by Seller in the Disclosure Statement and any amendment or the Disclaimer Statement.

7. INVESTIGATIONS, INSPECTIONS and REVIEWS.

A. Buyer shall have 10 days (10 days if left blank) after the Time Reference Date to complete any investigations, inspections, and reviews. Seller shall have water, gas and electricity turned on and serving the Property for Buyer's inspections, and through the date of possession or Closing, whichever occurs first. If required by ordinance, Seller, or Seller's Broker, if applicable, shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the Time Reference Date any written notices affecting the Property.

B. Buyer, together with persons deemed qualified by Buyer and at Buyer's expense, shall have the right to enter upon the Property to conduct any and all investigations, inspections, and reviews of the Property. Buyer's right to enter upon the Property shall extend to Oklahoma-licensed Home Inspectors and licensed architects for purposes of performing a home inspection. Buyer's right to enter upon the Property shall also extend to registered professional engineers, professional craftsman and/or other individuals retained by Buyer to perform a limited or specialized investigation, inspection or review of the Property pursuant to a license or registration from the appropriate State licensing board, commission or department. Finally, Buyer's right to enter upon the Property shall extend to any other person representing Buyer to conduct an investigation, inspection and/or review which is lawful but otherwise unregulated or unlicensed under Oklahoma Law. Buyer's investigations, inspections, and reviews may include, but not be limited to, the following:

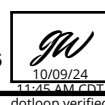
- 1) **Disclosure Statement or Disclaimer Statement unless exempt**
- 2) **Flood, Storm Run off Water, Storm Sewer Backup or Water History**
- 3) **Psychologically Impacted Property and Megan's Law**
- 4) **Hazard Insurance** (Property insurability)
- 5) **Environmental Risks**, including, but not limited to soil, air, water, hydrocarbon, chemical, carbon, asbestos, mold, radon gas, lead-based paint
- 6) **Roof**, structural members, roof decking, coverings and related components
- 7) **Home Inspection**

Buyer's Initials LT Buyer's Initials _____

Seller's Initials _____



Seller's Initials _____



- 8) **Structural Inspection**
- 9) **Fixtures, Equipment and Systems Inspection.** All fixtures, equipment and systems relating to plumbing (including sewer/septic system and water supply), heating, cooling, electrical, built-in appliances, swimming pool, spa, sprinkler systems, and security systems
- 10) **Termites and other Wood Destroying Insects Inspection**
- 11) **Use of Property.** Property use restrictions, building restrictions, easements, restrictive covenants, zoning ordinances and regulations, mandatory Homeowner Associations and dues
- 12) **Square Footage.** Buyer shall not rely on any quoted square footage and shall have the right to measure the Property.
- 13) _____

C. TREATMENTS, REPAIRS AND REPLACEMENTS (TRR).

- 1) **TREATMENT OF TERMITES AND OTHER WOOD DESTROYING INSECTS.** Treatment and repair cost in relation to termites and other wood destroying insects shall be limited to the residential structure, garage(s) and other structures as designated in Paragraph 13 of the Contract and as provided in subparagraph C2b below.
- 2) **TREATMENTS, REPAIRS, AND REPLACEMENTS REVIEW.** Buyer or Buyer's Broker, if applicable, within 24 hours after expiration of the time period referenced in Paragraph 7A of the Contract, shall deliver to Seller, in care of the Seller's Broker, if applicable, a copy of all written reports obtained by Buyer, if any, pertaining to the Property and Buyer shall select one of the following:
 - a. If, in the sole opinion of the Buyer, results of Investigations, Inspections or Reviews are unsatisfactory, the Buyer may cancel the Contract by delivering written notice of cancellation to Seller, in care of Seller's Broker, if applicable, and receive refund of Earnest Money.

OR

 - b. Buyer, upon completion of all Investigations, Inspections and Reviews, waives Buyer's right to cancel as provided in 7C2a above, by delivering to Seller, in care of Seller's Broker, if applicable, a written list on a Notice of Treatments, Repairs, and Replacements form (TRR form) of those items to be treated, repaired or replaced (including repairs caused by termites and other wood destroying insects) that are not in normal working order (defined as the system or component functions without defect for the primary purpose and manner for which it was installed. Defect means a condition, malfunction or problem, which is not decorative, that will have a materially adverse effect on the value of a system or component).
 - i. Buyer and Seller shall have 7 days (7 days if blank) after the Seller's or Seller's Broker, if applicable, receipt of the completed TRR form to negotiate the Treatment, Repair, or Replacement items. If a written agreement is reached, Seller shall complete all agreed Treatments, Repairs, or Replacements prior to the Closing Date at Seller's expense (unless otherwise agreed to in writing). If a written agreement is not reached within the time specified in this provision, the Contract shall terminate and the Earnest Money returned to the Buyer.

D. EXPIRATION OF BUYER'S RIGHT TO CANCEL CONTRACT.

- 1) Failure of Buyer to complete one of the following within the time periods in Investigations, Inspections, or Reviews Paragraph shall constitute acceptance of the Property regardless of its condition:
 - a. Perform any Investigations, Inspections or Reviews;
 - b. Deliver a written list on a TRR form of items to be treated, repaired and replaced; or
 - c. Cancel the Contract
- 2) After expiration of the time periods in Investigations, Inspections and Reviews Paragraph, Buyer's inability to obtain a loan based on unavailability of hazard insurance coverage shall not relieve the Buyer of the obligation to close transaction.
- 3) After expiration of the time periods in Investigations, Inspections and Reviews Paragraph, any square footage calculation of the dwelling, including but not limited to appraisal or survey, indicating more or less than quoted, shall not relieve the Buyer of the obligation to close this transaction.

E. INSPECTION OF TREATMENTS, REPAIRS AND REPLACEMENTS AND FINAL WALK-THROUGH.

- 1) Buyer, or other persons Buyer deems qualified, may perform re-inspections of Property pertaining to Treatments, Repairs and Replacements.
- 2) Buyer may perform a final walk-through inspection, which Seller may attend. Seller shall deliver Property in the same condition as it was on the date upon which Contract was signed by Buyer (ordinary wear and tear excepted) subject to Treatments, Repairs and Replacements.
- 3) All inspections and re-inspections shall be paid by Buyer, unless prohibited by mortgage lender.

Buyer's Initials LT Buyer's Initials _____

Seller's Initials _____



Seller's Initials _____



8. **RISK OF LOSS.** Until transfer of Title or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after transfer of Title or transfer of possession, risk of loss shall be upon Buyer. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing.)
9. **ACCEPTANCE OF PROPERTY.** Buyer, upon accepting Title or transfer of possession of the Property, shall be deemed to have accepted the Property in its then condition. No warranties, expressed or implied, by Sellers, Brokers and/or their associated licensees, with reference to the condition of the Property, shall be deemed to survive the Closing.
10. **TITLE EVIDENCE.**
- A. **SELLER'S EXPENSE.** Seller, at Seller's expense shall complete within thirty (30) days prior to Closing Date, agrees to make available to Buyer the following:
- 1) A complete and current surface-rights-only Abstract of Title, certified by an Oklahoma-licensed and bonded abstract company;
- OR**
- A copy of Seller's existing owner's title insurance policy issued by a title insurer licensed in the State of Oklahoma together with a supplemental and current surface-rights-only abstract certified by an Oklahoma-licensed and bonded abstract company;
- 2) A current Uniform Commercial Code Search Certificate.
- B. **BUYER'S EXPENSE.** Buyer, at Buyer's expense, shall obtain:
- (Check one)
- ☒ Commitment for issuance of a title insurance policy based on an Attorney's Title Opinion which is rendered for the title insurance purposes for the Owner's or Lender's title insurance policy.
- OR**
- ☐ Attorney's Title Opinion, which is not rendered for title insurance purposes.
- C. **LAND OR BOUNDARY SURVEY OR REPORT.** Seller agrees that Buyer, at Buyer's expense, may have a licensed surveyor enter upon the Property to perform:
- (Check one)
- ☐ a Land or Boundary (Pin Stake) Survey, or ☐ Buyer elects not to receive any Land or Boundary Report/Survey or Mortgage Inspection Report, unless required by Title or law
- ☒ a Mortgage Inspection Report
- The (1) Abstract of Title, (2) Commitment for Title Insurance or Attorney's Title Opinion, (3) the Uniform Commercial Code Search Certificate, and (4) the Survey or Mortgage Inspection Report, if selected, collectively constitutes the "Title Evidence"
- D. **BUYER TO EXAMINE TITLE EVIDENCE.**
- 1) Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.
- 2) Buyer agrees to accept title subject to: (i) utility easements serving the property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Marketable Title.
- E. **SELLER TO CORRECT ISSUES WITH TITLE (IF APPLICABLE), POSSIBLE CLOSING DELAY.** Upon receipt by Seller, or in care of Seller's Broker, if applicable, of any title requirements reflected in an Attorney's Title Opinion or Title Insurance Commitment, based upon the standards of marketable title set out in the Title Examination Standards of the Oklahoma Bar Association, the Parties agree to the following:
- 1) At Seller's option and expense, Seller may cure title requirements identified by Buyer; and
- 2) Delay Closing Date for 30 days [thirty (30) days if blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this subparagraph, the Buyer may cancel the Contract and Seller and Buyer authorize the holder of the Earnest Money to release the Earnest Money to the Buyer and the Contract shall terminate.
- F. Upon Closing, any existing Abstract(s) of Title owned by Seller, shall become the property of Buyer.
11. **TAXES, ASSESSMENTS AND PRORATIONS.**
- A. General ad valorem taxes for the current calendar year shall be prorated through the date of closing, if certified.

Buyer's Initials LT Buyer's Initials _____

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However, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year and the most current assessed value available at the time of Closing.

- B. The following items shall be paid by Seller at Closing: (i) Documentary Stamps; (ii) all utility bills, actual or estimated; (iii) all taxes other than general ad valorem taxes which are or may become a lien against the Property; (iv) any labor, materials, or other expenses related to the Property, incurred prior to Closing which is or may become a lien against the Property.
- C. At Closing all leases, if any, shall be assigned to Buyer and security deposits, if any, shall be transferred to Buyer. Prepaid rent and lease payments shall be prorated through the date of Closing.
- D. If applicable, membership and meters in utility districts to include, but not limited to, water, sewer, ambulance, fire, garbage, shall be transferred at no cost to Buyer at Closing.
- E. If the property is subject to a mandatory Homeowner's Association, dues and assessments, if any, based on most recent assessment, shall be prorated through the date of Closing. Any fees or costs associated with a statement of Homeowner's Association proof of current status and/or transfer of Homeowner's Association membership would be at expense of Seller.
- F. All governmental and municipal special assessments against the property (matured or not matured), not to include Homeowner's Association special assessments, whether or not payable in installments, shall be paid in full by Seller at Closing.

12. RESIDENTIAL SERVICE AGREEMENT.

(Check one)

- A. ☒ The Property shall not be covered by a Residential Service Agreement.
- B. ☐ Seller currently has a Residential Service Agreement in effect on the Property. Seller, at Seller's expense, shall transfer the agreement with one (1) year coverage to the Buyer at Closing.
- C. ☐ The Property shall be covered by a Residential Service Agreement selected by the Buyer at an approximate cost of \$_____. Seller agrees to pay \$_____ and Buyer agrees to pay the balance.

The Seller and Buyer acknowledge that the real estate broker(s) may receive a fee for services provided in connection with the Residential Service Agreement.


Buyer acknowledges that a Residential Service Agreement does not replace/substitute Property inspection rights.

13. ADDITIONAL PROVISIONS.

14. **MEDIATION.** Any dispute arising with respect to the Contract shall first be submitted to a dispute resolution mediation system servicing the area in which the Property is located. Any settlement agreement shall be binding. In the event an agreement is not reached, the Parties may pursue legal remedies as provided by the Contract.
15. **CHOICE OF LAW AND FORUM.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or principles that would cause the application of the laws of any jurisdiction other than the State of Oklahoma. The Parties agree that any legal action brought for any disputes, claims, and causes of action arising out of or related to this Contract shall be decided in a Oklahoma State Court in the County in which the Property is located or a Federal Court having jurisdiction over the County in which the Property is located.
16. **BREACH AND FAILURE TO CLOSE.** Seller or Buyer shall be in breach of this Contract if either fails to comply with any material covenant, agreement, or obligation within the time limits required by this Contract. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**
- A. **UPON BREACH BY SELLER.** If the Buyer performs all of the obligations of Buyer, and Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to: (i) terminate this Contract, return the abstract to Seller and receive a refund of the Earnest Money, or (ii) pursue any other remedy available at law or in equity, including specific performance.
- B. **UPON BREACH BY BUYER.** If at any time prior to closing the Buyer's Earnest Money should fail for lack of delivery or lack of collection pursuant to Paragraph 2, then Seller may, at Seller's option, elect to do one of the following: (i) terminate this Contract upon delivery of written notice of termination to Buyer, or Buyer's Broker, if applicable, (ii) pursue any other remedy available at law or in equity, or (iii) enter into a written agreement between Buyer and Seller modifying the terms of Paragraph 2 to cure the lack of delivery or lack of collection of the Earnest Money. If, after the Seller has performed Seller's obligation under this Contract, and Buyer fails to provide funding, or fails to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price, as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

Buyer's Initials LT Buyer's Initials _____

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Property Address 18412 Summer Grove Ave, Edmond, OK 73012

17. INCURRED EXPENSES AND RELEASE OF EARNST MONEY.

A. INCURRED EXPENSES. Buyer and Seller agree that any expenses, incurred on their behalf, shall be paid by the Party incurring such expenses and shall not be paid from Earnest Money.

B. RELEASE OF EARNEST MONEY. Except where the release of Earnest Money is authorized by the Parties under Section 7.C.2)b.i. and Section 10.E.2, in the event a dispute arises prior to the release of Earnest Money held in escrow, the escrow holder shall retain said Earnest Money until one of the following occur:

- 1) A written release is executed by Buyer and Seller agreeing to its disbursement;
- 2) Agreement of disbursement is reached through Mediation;
- 3) Interpleader or legal action is filed, at which time the Earnest Money shall be deposited with the Court Clerk; **or**
- 4) The passage of thirty (30) days from the date of final termination of the Contract has occurred and options 1), 2) or 3) above have not been exercised; Broker escrow holder, at Broker's discretion, may disburse Earnest Money. Such disbursement may be made only after fifteen (15) days written notice to Buyer and Seller at their last known address stating the escrow holder's proposed disbursement.
- 5) In the event Earnest Money is held in escrow at a title company, the Earnest Money may only be released pursuant to paragraph 17(B)(1), (2), or (3).

18. DELIVERY OF ACCEPTANCE OF OFFER OR COUNTEROFFER. The Buyer and Seller authorize their respective Brokers, if applicable, to receive delivery of an accepted offer or counteroffer, and any related addenda and/or documents.

19. NON-FOREIGN SELLER. Seller represents that at the time of acceptance of this contract and at the time of Closing, Seller is not a “foreign person” as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et. Sec) (“FIRPTA”). If either the sales price of the property exceeds \$300,000.00 or the buyer does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, in a form and substance acceptable to Buyer, signed under penalty of perjury containing Seller’s United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section “FIRPTA.”

20. BUYER AFFIDAVIT COMPLIANCE. Buyer represents that at the time of submission of this purchase offer and at the time of Closing, Buyer is either (a) a U.S. Citizen, Native American, or non-citizen / alien who is or shall become a bona fide resident of the State of Oklahoma, or (b) a business entity or trust in compliance with 60 O.S. § 121—122. Buyer further represents that Buyer is eligible to execute the required Affidavit of Land or Mineral Ownership provided by the Attorney General of the State of Oklahoma as required by 60 O.S. § 121.

21. **TERMINATION OF OFFER.** The above Offer shall automatically terminate on 10/07/2024 at 8:00 PM ☐ a.m. / ☒ p.m. (check one), unless withdrawn prior to acceptance or termination.

OFFER REJECTED AND SELLER IS NOT MAKING A COUNTEROFFER _____, 20__

Seller's Signature

Seller's Signature

22. EXECUTION BY PARTIES.

AGREED TO BY BUYER:

Laszlo Tallai	10/06/2024
Buyer's Printed Name	Date

László Tallai
Buyer's Signature

Buyer's Printed Name _____ Date _____

Buyer's Signature _____

Buyer's Printed Name _____ Date _____

Buyer's Signature _____

AGREED TO BY SELLER:

Michael R Jr Williams
Seller's Printed Name Date

Seller's Signature _____

Jennifer L Williams
Seller's Printed Name Date

Seller's Signature _____

Seller's Printed Name _____ Date _____

Seller's Signature _____

Buyer's Initials LT Buyer's Initials _____

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ASSOCIATE INFORMATION

BUYER'S BROKER/ASSOCIATE:

Rawlyn Brown 181759
Name and **OREC** Associate License Number

EXP Realty
OREC Company Name

159206
OREC Company License Number

101 Park Ave Ste 1300 Oklahoma City OK 73102
Company Address

(888) 560-3964
Company Phone Number

rawlyn.brown@exprealty.com
Associate Email

(405) 974-0210
Associate Phone Number

SELLER'S BROKER/ASSOCIATE:

Terra Hunter 153302
Name and **OREC** Associate License Number

Bold Real Estate, LLC
OREC Company Name

183421
OREC Company License Number

2932 NW 122nd St Oklahoma City OK 73120
Company Address

(405) 531-8087
Company Phone Number

terrasellsokc@gmail.com
Associate Email

(405) 697-8400
Associate Phone Number

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OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

CONVENTIONAL LOAN

This financing supplement, which is attached to and part of the Oklahoma Uniform Contract of Sale of Real Estate, relates to the following described real estate:

18412 Summer Grove Ave, Edmond, OK 73012

Buyer acknowledges that all explanations, representations and disclosures relating to the terms and conditions of the loan(s) below are the responsibility of the Lender and not the Seller or Listing and Selling Brokers and their associated licensees. This financing supplement is made an integral part of the Contract. All provisions of the Contract shall remain in full force and effect.

1. **LOAN.** The Contract is contingent upon Buyer qualifying for a Conventional Loan in the amount of \$ 272,000.00 plus Private Mortgage Insurance (PMI), if applicable. If the Buyer is unable to secure financing and provides written notice to Seller, or Seller's Broker, if applicable, within the time period provided in the Closing, Funding and Possession paragraph of the Contract, the earnest money shall be refunded to Buyer subject to appropriate written authorization from all Parties to the Contract.

Within five (5) days following Time Reference Date, Buyer shall either:

- A. **Make application for the described loan**, or any other such loan Buyer deems acceptable, and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation. Buyer shall instruct Lender** to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan commitment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:
- 1) Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
 - 2) Confirmation that Buyer has paid initial processing fees.
 - 3) Property appraisal has been ordered.
 - 4) Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this

Contract.

OR

- B. **Give notice to Seller that the loan terms are unacceptable**, cancel the Contract by delivering written notice of cancellation to Seller and receive a refund of Earnest money.

If within the time specified above, a written statement of loan approval is not delivered to Seller, Seller may provide Buyer written notice of intent to cancel and terminate the Contract. Upon Seller providing notice to Buyer of Seller's intent to cancel, the Contract shall terminate upon the fourth day following delivery of notice. However, if Buyer delivers to Seller a written statement of loan approval before the end of the fourth day, the Contract shall remain in full force and effect.

All notices provided for in this subparagraph may be delivered to the Parties through their Broker, if applicable.


2. **APPRAISED VALUE.** If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Listing Broker. In the event the Contract is cancelled, the Buyer and Seller, by their signature to this Contract, hereby instruct the escrow holder to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.
3. **LOAN CLOSING COSTS.** Buyer shall pay at the time of Closing, if required by Lender:
- A. Loan closing costs, including if applicable, origination fee and loan discount points.
 - B. First year's hazard insurance premium and if applicable, flood insurance premium.
 - C. Tax and insurance escrow deposits.
 - D. Interest beginning the day of Closing through the end of the month.

4. **ADDITIONAL PROVISIONS.** Seller to pay \$3000 towards buyers closing costs, prepaids, etc.

PAY \$2,500.00

Buyer's Initials LT Buyer's Initials _____

Seller's Initials


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Seller's Initials


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OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

Laszlo Tallai

Buyer's Signature

Buyer's Signature

Buyer's Signature

Buyer's Signature

10/06/2024

Date

Michael Williams

dotloop verified
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VE7P-CBSH-YD7N-VC3U

Seller's Signature

Jennifer Williams

dotloop verified
10/09/24 11:45 AM CDT
61E1-TZTQ-SMQA-PTWY

Seller's Signature

Seller's Signature

Seller's Signature

10/09/2024

Date

(In the event of a counteroffer on an OREC counteroffer form, Seller(s) does not sign)

Buyer's Initials LT Buyer's Initials _____

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APPENDIX A. RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

Notice to Seller: Oklahoma Law (the "Residential Property Condition Disclosure Act," Title 60, O.S., §831 et seq., effective July 1, 1995) requires Sellers of 1 and/or 2 residential dwelling units to complete this form. A Seller must complete, sign and date this disclosure form and deliver it or cause it to be delivered to a purchaser as soon as practicable, but in any event no later than before an offer is accepted by the Seller. If the Seller becomes aware of a defect after delivery of this statement, but before the Seller accepts an offer to purchase, the Seller must deliver or cause to be delivered an amended disclosure statement disclosing the newly discovered defect to the Purchaser. If the disclosure form or amendment is delivered to a Purchaser after an offer to purchase has been made by the Purchaser, the offer to purchase shall be accepted by the Seller only after a Purchaser has acknowledged receipt of this statement and confirmed the offer to purchase in writing.

Notice to Purchaser: The declarations and information contained in this disclosure statement are not warranties, express or implied of any kind, and are not a substitute for any inspections or warranties the Purchaser may wish to obtain. The information contained in this disclosure statement is not intended to be a part of any contract between the Purchaser and Seller. The information and statements contained in this disclosure statement are declarations and representations of the Seller and are not the representations of the real estate licensee.

"Defect" means a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property. 59 O.S. Section 832(9).

LOCATION OF SUBJECT PROPERTY 18412 SUMMER GROVE AVE EDMOND, OK 73012

SELLER IS ☒ IS NOT ☐ OCCUPYING THE SUBJECT PROPERTY.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Complete this form yourself. (4) If an item is not on the property, or will not be included in the sale, mark "None/Not Included." If you do not know the facts, mark "Do Not Know if Working." (5) The date of completion by you may not be more than 180 days prior to the date this form is received by a purchaser.

ARE THE ITEMS LISTED BELOW IN NORMAL WORKING ORDER?

Appliances/Systems/Services (Continued on Page 2)	Working	Not Working	Do Not Know if Working	None/ Not Included
Sprinkler System				<input checked="" type="radio"/>
Swimming Pool				<input checked="" type="radio"/>
Hot Tub/Spa				<input checked="" type="radio"/>
Water Heater <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar	<input checked="" type="radio"/>			
Water Purifier				<input checked="" type="radio"/>
Water Softener <input type="checkbox"/> Leased <input type="checkbox"/> Owned				<input checked="" type="radio"/>
Sump Pump				<input checked="" type="radio"/>
Plumbing	<input checked="" type="radio"/>			
Whirlpool Tub				<input checked="" type="radio"/>
Sewer System <input checked="" type="checkbox"/> Public <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon	<input checked="" type="radio"/>			
Air Conditioning System <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Heat Pump	<input checked="" type="radio"/>			
Window Air Conditioner(s)				<input checked="" type="radio"/>
Attic Fan				<input checked="" type="radio"/>
Fireplaces	<input checked="" type="radio"/>			
Heating System <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Heat Pump	<input checked="" type="radio"/>			
Humidifier				<input checked="" type="radio"/>
Ceiling Fans	<input checked="" type="radio"/>			
Gas Supply <input checked="" type="checkbox"/> Public <input type="checkbox"/> Propane <input type="checkbox"/> Butane	<input checked="" type="radio"/>			
Propane Tank <input type="checkbox"/> Leased <input type="checkbox"/> Owned				<input checked="" type="radio"/>
Electric Air Purifier				<input checked="" type="radio"/>
Garage Door Opener			<input checked="" type="radio"/>	
Intercom				<input checked="" type="radio"/>
Central Vacuum				<input checked="" type="radio"/>
Security System <input type="checkbox"/> Leased <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Monitored <input type="checkbox"/> Financed			<input checked="" type="radio"/>	

Buyer's Initials LT Buyer's Initials _____

Seller's Initials GW Seller's Initials MW

LOCATION OF SUBJECT PROPERTY 18412 SUMMER GROVE AVE EDMOND, OK 73012

Appliances/Systems/Services (Continued from Page 1)	Working	Not Working	Do Not Know if Working	None/ Not Included
Smoke Detectors	<input checked="" type="radio"/>			
Dishwasher	<input checked="" type="radio"/>			
Electrical Wiring	<input checked="" type="radio"/>			
Garbage Disposal	<input checked="" type="radio"/>			
Gas Grill	<input checked="" type="radio"/>			
Vent Hood			<input checked="" type="radio"/>	
Microwave Oven		<input checked="" type="radio"/>		
Built-in Oven/Range	<input checked="" type="radio"/>			
Kitchen Stove	<input checked="" type="radio"/>			
Trash Compactor				<input checked="" type="radio"/>
Solar Panels & Generators <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Financed				<input checked="" type="radio"/>
Source of Household Water <input checked="" type="checkbox"/> Public <input type="checkbox"/> Well <input type="checkbox"/> Private/Rural District	<input checked="" type="radio"/>			

IF YOU ANSWERED Not Working to any items on pages 1 and 2, please explain. Attach additional pages with your signature.

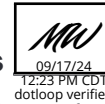
Zoning and Historical	Yes	No
1. Property is zoned: (Check One) <input checked="" type="radio"/> residential <input type="checkbox"/> commercial <input type="checkbox"/> historical <input type="checkbox"/> office <input type="checkbox"/> agricultural <input type="checkbox"/> industrial <input type="checkbox"/> urban conservation <input type="checkbox"/> other <input type="checkbox"/> unknown <input type="checkbox"/> no zoning classification		
2. Is the property designated as historical or located in a registered historical district or historic preservation overlay district? <input type="checkbox"/> Yes <input checked="" type="radio"/> No <input type="checkbox"/> Unknown		
Flood and Water	Yes	No
3. What is the flood zone status of the property? _____		
4. Are you aware if the property is located in a floodway as defined in the Oklahoma Floodplain Management Act?		<input checked="" type="radio"/>
5. Are you aware of any flood insurance requirements concerning the property?		<input checked="" type="radio"/>
6. Are you aware of any flood insurance on the property?		<input checked="" type="radio"/>
7. Are you aware of the property being damaged or affected by flood, storm run-off, sewer backup, draining or grading defects?		<input checked="" type="radio"/>
8. Are you aware of any surface or ground water drainage systems which assist in draining the property, e.g. "French Drains?"		<input checked="" type="radio"/>
9. Are you aware of any occurrence of water in the heating and air conditioning duct system?		<input checked="" type="radio"/>
10. Are you aware of water seepage, leakage or other draining defects in any of the improvements on the property?		<input checked="" type="radio"/>
Additions/Alterations/Repairs (Continued on Page 3)	Yes	No
11. Are you aware of any additions being made without required permits?		<input checked="" type="radio"/>
12. Are you aware of any previous foundation repairs?		<input checked="" type="radio"/>
13. Are you aware of any alterations or repairs having been made to correct defects?		<input checked="" type="radio"/>
14. Are you aware of any defect or condition affecting the interior or exterior walls, ceilings, roof structure, slab/foundation, basement/storm cellar, floors, windows, doors, fences or garage?		<input checked="" type="radio"/>
15. Are you aware of the roof covering ever being repaired or replaced during your ownership of the property?		<input checked="" type="radio"/>

Buyer's Initials LT Buyer's Initials _____

Seller's Initials



Seller's Initials



LOCATION OF SUBJECT PROPERTY 18412 SUMMER GROVE AVE EDMOND, OK 73012

Additions/Alterations/Repairs (Continued from Page 2)	Yes	No
16. Approximate age of roof covering, if known <u>8 years</u> number of layers, if known _____		
17. Do you know of any current defects with the roof covering?		<input type="radio"/>
18. Are you aware of treatment for termite or wood-destroying organism infestation?		<input type="radio"/>
19. Are you aware of a termite bait system installed on the property? If yes, annual cost \$ _____		<input type="radio"/>
20. Are you aware of any damage caused by termites or wood-destroying organisms?		<input type="radio"/>
21. Are you aware of major fire, tornado, hail, earthquake or wind damage?		<input type="radio"/>
22. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired?		<input type="radio"/>
23. Are you aware of defects pertaining to sewer, septic, lateral lines or aerobic system?		<input type="radio"/>
Environmental	Yes	No
24. Are you aware of the presence of asbestos?		<input type="radio"/>
25. Are you aware of the presence of radon gas?		<input type="radio"/>
26. Have you tested for radon gas?		<input type="radio"/>
27. Are you aware of the presence of lead-based paint?		<input type="radio"/>
28. Have you tested for lead-based paint?		<input type="radio"/>
29. Are you aware of any underground storage tanks on the property?		<input type="radio"/>
30. Are you aware of the presence of a landfill on the property?		<input type="radio"/>
31. Are you aware of the existence of hazardous or regulated materials and other conditions having an environmental impact?		<input type="radio"/>
32. Are you aware of the existence of prior manufacturing of methamphetamine?		<input type="radio"/>
33. Have you had the property inspected for mold?		<input type="radio"/>
34. Are you aware of any remedial treatment for mold on the property?		<input type="radio"/>
35. Are you aware of any condition on the property that would impair the health or safety of the occupants?		<input type="radio"/>
36. Are you aware of any wells located on the property?		<input type="radio"/>
37. Are you aware of any dams located on the property? If yes, are you responsible for the maintenance of that dam? <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="radio"/>
Property Shared in Common, Easements, Homeowner's Associations and Legal (Continued on Page 4)	Yes	No
38. Are you aware of features of the property shared in common with the adjoining landowners, such as fences, driveways, and roads whose use or responsibility has an effect on the property?		<input type="radio"/>
39. Other than utility easements serving the property, are you aware of any easements or right-of-ways affecting the property?		<input type="radio"/>
40. Are you aware of encroachments affecting the property?		<input type="radio"/>
41. Are you aware of a mandatory homeowner's association? Amount of dues \$ <u>\$475</u> Special Assessment \$ <u>\$130</u> Payable: (check one) <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input checked="" type="checkbox"/> annually Are there unpaid dues or assessments for the property? <input checked="" type="radio"/> YES <input type="radio"/> NO If yes, what is the amount? \$ <u>Unknown</u> Manager's Name <u>Neighborhood Service</u> Phone Number _____	<input type="radio"/>	
42. Are you aware of any zoning, building code or setback requirement violations?		<input type="radio"/>
43. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property?		<input type="radio"/>
44. Are you aware of any surface leases, including but not limited to agricultural, commercial or oil and gas?		<input type="radio"/>

Buyer's Initials LT Buyer's Initials _____

Seller's Initials



Seller's Initials



LOCATION OF SUBJECT PROPERTY 18412 SUMMER GROVE AVE EDMOND, OK 73012

Property Shared in Common, Easements, Homeowner's Associations and Legal (Continued from Page 3)	Yes	No
45. Are you aware of any filed litigation or lawsuits directly or indirectly affecting the property, including a foreclosure?	<input type="checkbox"/>	<input checked="" type="radio"/>
46. Is the property located in a fire district which requires payment? If yes, amount of fee \$ _____ Paid to Whom _____ Payable: (check one) <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> annually	<input type="checkbox"/>	<input checked="" type="radio"/>
47. Is the property located in a private utility district? Check applicable <input type="checkbox"/> Water <input type="checkbox"/> Garbage <input type="checkbox"/> Sewer <input type="checkbox"/> Other If other, explain _____ Initial membership fee \$ _____ Annual membership fee \$ _____ (if more than one utility attach additional pages)	<input type="checkbox"/>	<input checked="" type="radio"/>
Miscellaneous	Yes	No
48. Are you aware of other defect(s) affecting the property not disclosed above?	<input type="checkbox"/>	<input checked="" type="radio"/>
49. Are you aware of any other fees, leases, liens, dues or financed fixtures or improvements required on the property that you have not disclosed?	<input type="checkbox"/>	<input checked="" type="radio"/>

If you answered YES to any of the items on pages 2-4, list the item number(s) and explain. If needed, attach additional pages with your signature(s), date(s) and location of the subject property.

On the date this form is signed, the seller states that based on seller's **CURRENT ACTUAL KNOWLEDGE** of the property, the information contained above is true and accurate.

Are there any additional pages attached to this disclosure? ☐ YES ☒ NO If yes, how many? _____

Jennifer Williams
dotloop verified
09/17/24 12:22 PM
CDT
U9JK-KYRK-HGJK-0XPP

Seller's Signature

Date

Michael Williams
dotloop verified
09/17/24 12:23 PM
CDT
CCBN-DSG1-UF45-JIU4

Seller's Signature

Date

A real estate licensee has no duty to the Seller or the Purchaser to conduct an independent inspection of the property and has no duty to independently verify the accuracy or completeness of any statement made by the Seller in the disclosure statement.

The Purchaser understands that the disclosures given by the Seller on this statement are not a warranty of condition. The Purchaser is urged to carefully inspect the property, and, if desired, to have the property inspected by a licensed expert. For specific uses, restrictions and flood zone status, contact the local planning, zoning and/or engineering department. The Purchaser acknowledges that the Purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase on the property identified. This is to advise that this disclosure statement is not valid after 180 days from the date completed by the Seller.

Laszlo Tallai 10/06/2024
Purchaser's Signature Date

Purchaser's Signature Date

The disclosure and disclaimer statement forms and the Oklahoma Residential Property Condition Disclosure Act information pamphlet are made available at the Oklahoma Real Estate Commission www.orec.ok.gov.

Buyer's Initials *LT* Buyer's Initials _____

Seller's Initials *mw* Seller's Initials *mw*



Date: October 3rd, 2024

Borrower(s):
Laszlo Tallai

Congratulations! Based on review of your credit report, as well as financial information and representations that you have made, you have been pre-approved for a mortgage loan based on the terms listed below.

Purchase Price: \$320,000

Loan Type: Conventional

The pre-approved loan amount is based on current market rate and terms and is subject to change without notice until the execution of a Rate Lock-In Agreement. This Pre-Approval Notification will remain valid for 120 days from the date of this notification, provided there are no material changes in your financial status. This Pre-Approval Notification is not a commitment to lend; a loan commitment can only be issued by MLD Mortgage Inc. dba The Money Store when the conditions set forth below are met:

- Receipt of a complete and fully executed 1003 loan application
- Receipt and underwriting approval of a fully executed purchase/builder contract
- A satisfactory appraisal report completed by an appraiser approved by MLD Mortgage Inc. dba The Money Store
- An acceptable flood certification and proper insurance binder as applicable
- Proof of clear and unrestricted title

In addition to the above standard conditions, your Pre-Approval is subject to the following conditions being met by you before settlement can occur:

- Employment and income status must remain the same as of the date of this Pre-Approval Notification.
- Credit status must remain the same as of the date of this Pre-Approval Notification.
- Funds to Close: At Closing, sufficient and verifiable funds are required to satisfy down payment, closing costs, and any other associated costs without resorting to secondary financing.
- Underwriting Conditions: All documentation required to complete processing of your loan application.
- Subject to Underwriter review and approval.

Any agreement to make you a loan or a commitment to lend to you is conditioned upon your satisfying various preconditions prior to closing in addition to those set forth above, including any other conditions which are required to be met at or before a residential mortgage loan closing, either as customarily required in a residential mortgage loan closing or as dictated in the discretion of MLD Mortgage Inc. dba The Money Store by your particular circumstances. No verbal representation by anyone concerning your qualification for a loan from MLD Mortgage Inc. dba The Money Store is effective or binding on our company. Moreover, the terms of this pre-approval notification can only be changed by MLD Mortgage Inc. dba The Money Store in writing signed by our company, and no other modification is effective or binding on our company. If you have any questions, feel free to contact our office.

Regards,

Jason Yocam

NMLS: 2089367



The attached buyer's offer has been *Conditionally* approved by

Jason Yocam and The Weston Team

You can be confident in this approval for the following reasons:

- The Weston Team has 20 years' experience in the mortgage industry and has served over 4,500 Oklahoma Families. **We have seen just about every scenario!**
- Prior to sending a pre-approval letter, **Jason personally verifies everything in writing.** The file is also run through an automated underwriting system to assure approval.
- We are a local lender and only use local appraisers, and in certain cases an appraisal might not be required.
- During the process, **you will receive status updates every Tuesday** as we progress through each step: processing, appraisal, title order, underwriting, CD delivery, clear to close and Final CD delivery.
- **We do not require a funding number at closing,** meaning the funding happens as soon as the buyer and seller have signed documents.



Jason Yocam

Mortgage Banker

JYocam@TheWestonTeam.com

www.TheYocamTeam.com

Cell: 405.531.1408 | NMLS# 2089367 | Corp NMLS# 1019